1. PURPOSE: The parties wish to discuss matters of mutual interest, for the purpose more fully described below ("Purpose"). In order to fulfill the Purpose, the parties expect to disclose to one another certain information considered proprietary or confidential.

2. CONFIDENTIAL INFORMATION: The parties intend to disclose to one another certain information which is not in the public domain and is deemed confidential and proprietary to the disclosing party ("Confidential Information"). Each party receiving Confidential Information under this Agreement hereby agrees to take all necessary and reasonable measures to prevent against further disclosure of such Confidential Information, and to restrict access to and control the use of such Confidential Information to the expressly permitted scope under this Agreement. Information will be deemed as Confidential Information and governed by the obligations of nondisclosure and restricted use set forth in this Agreement, if it: (A) is clearly and conspicuously marked as "confidential" or "proprietary" or other terminology indicating its confidential nature by the disclosing party at the time of initial disclosure; (B) is transmitted via electronic or hard copy cover letter or memorandum indicating that the contents are "confidential" or "proprietary;" or (C) orally identified as confidential at the time of disclosure and then subsequently summarized in written form in a clearly and conspicuously marked document and submitted to the receiving party within twenty (20) days of the initial disclosure.

3. NONDISCLOSURE: A receiving party must protect Confidential Information by using the same degree of care, but no less than reasonable care, to prevent the unauthorized access, use, dissemination, or publication of Confidential Information as the receiving party uses to protect its own confidential information of like nature. A receiving party is responsible for any breach of this Agreement made by any of its agents as if the receiving party itself had made the breach. Agents includes but is not limited to those individuals or companies performing work on behalf of or for the receiving party. CONFIDENTIAL INFORMATION SHALL ONLY BE TRANSMITTED TO THE PRIMARY CONTACT PERSON (AND INDIVIDUALS DESIGNATED BY SUCH PERSON) LISTED IN THE SIGNATURE AREA BELOW.

4. INFORMATION NOT COVERED: A receiving party has no obligation with respect to any information which: (A) was lawfully known by the receiving party before receipt of it from the disclosing party; (B) is or becomes generally known to the public through no wrongful act or omission of the receiving party; (C) is rightfully provided to the receiving party by a third party, without restriction on disclosure or use; (D) is independently developed by personnel of the receiving party, without breach of the obligations of confidentiality set forth in this Agreement; (E) is explicitly approved for release by written authorization of the disclosing party, but only to the extent of and subject to such conditions as may be imposed in such written authorization; or (F) is made available by the disclosing party to a third party, without restriction concerning use or disclosure and not in violation of any confidentiality agreement.

5. OWNERSHIP: All Confidential Information supplied by the disclosing party will remain the property of the disclosing party. Receiving party must destroy or return the Confidential Information to the disclosing party within twenty (20) days of request or, at the direction of, the disclosing party.

6. PERMITTED USE: Confidential Information may only be used by a receiving party for the Purpose set forth in this Agreement. Confidential Information may be disclosed to the employees, agents, and financial or legal advisors of the receiving party only on a "need to know" basis, if such persons are subject to obligations of confidentiality and restricted use substantially identical to the terms specified in this Agreement.

7. PERMITTED DISCLOSURE: No party will be liable for disclosure of Confidential Information to the extent made: (a) to comply with a valid Public Records Act request (as applicable to public entities); or (b) in response to a valid order of court or authorized government agency, provided that notice must first be given to the party owning the Confidential Information, so a protective order, if appropriate, may be sought by the owner. Any such required disclosure shall not, in and of itself, change the status of the disclosed information as Confidential Information under the terms of this Agreement.

8. NO OTHER RIGHTS: A receiving party does not receive any right or license, express or implied, under any patents, copyrights, trade secrets, or other intellectual property rights of the disclosing party under this Agreement. The sole use of the Confidential Information is limited to the Purpose during the term of this Agreement.
9. TERM AND TERMINATION: This Agreement is effective as of the Effective Date and will continue for three (3) years from the Effective Date ("Term"), unless otherwise terminated earlier in accordance with the terms of this Agreement. Any party may terminate this Agreement upon thirty (30) days prior written notice to the other parties, or immediately, by written notice to the other parties for material breach of the terms of this Agreement. The parties acknowledge and agree that Confidential Information may constitute or otherwise contain trade secrets and other long term proprietary information, and therefore each Party agrees that the obligations of nondisclosure and restricted use described in this Agreement which arose at any time during the Term of this Agreement shall continue and remain in full force and effect following the termination of this Agreement or conclusion of the Term.

10. WARRANTY DISCLAIMER: CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." THE PARTIES MAKE NO WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SUFFICIENCY, ACCURACY OR COMPLETENESS OF THE INFORMATION DISCLOSED FOR ANY PURPOSE, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

11. MUTUAL DISCLAIMERS: No other existing agreement between the parties, if any, is modified or terminated by this Agreement. No party agrees to indemnify the other parties for liability resulting from infringement of patent, copyright, or trademark of a third party caused by the use of any Confidential Information disclosed under this Agreement. No party has an obligation under this Agreement to purchase any product or service from any of the other parties or to offer for sale products using or incorporating the Confidential Information. Nothing in this Agreement shall be construed as a representation that a party will not independently pursue similar opportunities, or acquire or receive products, information, concepts or techniques similar to or competing with products, information, concepts, systems or techniques embodied in the Confidential Information, alone or with other persons/entities, provided that the obligations of this Agreement are not breached.

12. EQUITABLE RELIEF: Each party acknowledges that its breach of this Agreement may result in immediate and irreparable harm to the disclosing party, for which there may be no adequate remedy at law, and the disclosing party is entitled to seek equitable relief to compel the receiving party to cease and desist all unauthorized use and disclosure of the disclosing party's Confidential Information. If any party brings an action to enforce or protect any rights, obligations or duties under this Agreement, then the prevailing party will be entitled to recover, in addition to its damages, reasonable attorneys' fees and costs.

13. GOVERNING LAW/VENUE: This Agreement is governed by the law of the State of California, United States of America. This Agreement shall be enforceable against the parties in the courts of the United States of America and of the State of California. Each party hereby irrevocably submits to the exclusive jurisdiction (including personal jurisdiction) of such courts located within the State of California, and agrees that all claims in respect of this Agreement may be heard and determined in any such courts.

14. EXPORT REGULATION:
   (A) Cal Poly is an auxiliary of a public educational entity, with extensive teaching and research functions and activities. It is Cal Poly's policy to remain fully compliant at all times with all U.S. export control regulations, including but not limited to the Export Administration Regulations, International Traffic in Arms Regulations, and embargo sanctions under the Office of Foreign Assets Control (OFAC). Therefore, in the event that any other party to this Agreement wishes to provide export controlled data or other export controlled information to Cal Poly under this Agreement, such party must first notify Cal Poly in writing of its intention to provide such information at least thirty (30) days in advance of actually providing such information. Cal Poly will then determine whether it can or cannot accept such information and any conditions for receipt (if agreed upon), and communicate such determination back to the other party, prior to such party providing any export controlled information to Cal Poly.
   (B) No party may export any technical Confidential Information acquired under this Agreement to any country to which the United States government forbids export or, at the time of export, requires an export license or approval, without first obtaining the consent of the disclosing party as well as any required licenses or approvals.

15. PUBLICITY: The parties agree not to engage in public media publicity or news releases related to this Agreement or the activities hereunder, without the prior consent of the other parties. However, any party may disclose the existence, names of other parties, terms, and general scope of activities (Purpose) encompassed by this Agreement: (A) on internal reports, including those posted on intranet or internet websites directed towards internal users; (B) on external reports for purposes of legal or regulatory compliance; (C) to legal counsel of the party; (D) in connection with the enforcement of this Agreement or rights under this Agreement; or (E) under confidentiality terms in connection with an actual or proposed merger, acquisition, or similar transaction solely for use in the due diligence investigation for such transaction.
16. SEVERABILITY: If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, that provision will be modified to the minimum extent necessary to make it enforceable, and the legality, validity and enforceability of the remaining provisions will not be affected thereby.

17. ASSIGNMENT: This Agreement is not assignable to a third party without the prior written consent of the other parties.

18. FINAL AGREEMENT: This Agreement states the entire agreement between the parties relating to the Purpose and supersedes all prior written or verbal agreements relating to this Agreement. This Agreement may only be modified in a writing signed by all parties. The parties agree to be legally bound by this Agreement. Notwithstanding any statute, regulation, or other rule of law, a signature provided by facsimile or other electronic copy will be deemed to be an original signature, and this Agreement may be executed in counterparts, and all counterparts taken together will be regarded as one and the same instrument.

EFFECTIVE DATE of this Agreement: ___________________________________________
[NOTE: If left blank, the Effective Date as to each party shall be the date of its signature to this Agreement.]

PURPOSE: Discussion and analysis of potential: research activities, grant funded development activities, business/industry alliances, and/or economic development activities, without any obligation of any party to enter into any such transaction.

PARTY A: Cal Poly
By: ________________________________ By: ________________________________
Printed Name: ________________________________ Printed Name: ________________________________
Title: ________________________________ Title: ________________________________
Date: ________________________________ Date: ________________________________
Primary Contact Person Name: ________________________________
Contact Address and Phone: ________________________________

PARTY B: [INSERT NAME]:______________________________
By: ________________________________
Printed Name: ________________________________
Title: ________________________________
Date: ________________________________
Primary Contact Person Name: ________________________________
Contact Address and Phone: ________________________________

PARTY C: [IF ANY] [INSERT NAME]:______________________________
By: ________________________________
Printed Name: ________________________________
Title: ________________________________
Date: ________________________________
Primary Contact Person Name: ________________________________
Contact Address and Phone: ________________________________

PARTY D: [IF ANY] [INSERT NAME]:______________________________
By: ________________________________
Printed Name: ________________________________
Title: ________________________________
Date: ________________________________
Primary Contact Person Name: ________________________________
Contact Address and Phone: ________________________________